

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (this "Agreement") effective upon the date when executed by both parties (the "Effective Date") is made between **Wavecom, Inc.**, a Delaware corporation with offices at 4810 Eastgate Mall, 2<sup>nd</sup> Floor, San Diego, California 92121 (together with its Affiliates, "Wavecom"), and **MET Laboratories**, a Maryland corporation with offices at **914 West Patapsco Ave, Baltimore, MD 21230** (together with its Affiliates, "Company"), to protect the Confidential Information (defined below) to be disclosed for the purpose of evaluating a potential business relationship regarding Wavecom's wireless module products (the "Purpose"). The terms "Recipient" and "Discloser" refer to either Wavecom or Company, as the case may be. Each party agrees as follows:

### **1. Definitions**

"Confidential Information" means, without limitation, any information of a technical, economic, financial or business nature. Confidential Information disclosed in written or other tangible form shall be prominently marked or stamped as "Confidential Information" or the like at the time of disclosure; Confidential Information disclosed orally, visually or in other non-tangible form shall be identified as being confidential at the time of disclosure.

"Affiliate" means any entity related to a party where either (a) more than 50% of such entity's shares entitled to vote for the election of directors (or other managing authority) are owned or controlled directly or indirectly by such party, or (b) more than 50% of such party's shares entitled to vote for the election of directors (or other managing authority) are owned or controlled directly or indirectly by such entity.

### **2. Use and Protection of Confidential Information**

The Confidential Information disclosed by the Discloser to the Recipient shall be (a) used by the Recipient solely in connection with the Purpose and for no other purpose, (b) kept confidential by the Recipient and protected from disclosure using the same standard of care as the Recipient uses to protect its own similar confidential and proprietary information, but not less than reasonable care, and (c) disclosed only to the Recipient's officers, employees, agents and consultants with a need-to-know such Confidential Information for the Purpose and have agreed in writing to maintain the confidential nature information (including that of third parties) received by them in the course of their employment.

In addition, the Recipient shall not, without the prior written consent of the Discloser, disclose to any unaffiliated third persons that discussions are taking place between the parties regarding the Purpose.

The Recipient shall return all Confidential Information received from the Discloser and to destroy or erase any and all copies it may have made thereof, within thirty (30) days of (i) a written request by the Discloser, or (ii) termination or expiration of this Agreement, or (iii) termination of the business relationship between the parties. Upon request of the Discloser, the Recipient shall provide a written certificate issued by its officers certifying that such Confidential Information and copies have been destroyed or erased.

Neither party shall reverse assemble, reverse compile, or otherwise reverse engineer Confidential Information of the other party, in whole or in part.

### **3. Term and Termination; Period of Confidentiality**

This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless terminated by the non-breaching party in the event of a breach of any provisions of this Agreement. However, the period of confidentiality of the Confidential Information shall be five (5) years from the date of first disclosure of the Confidential Information.

### **4. Exceptions**

The obligation of confidentiality shall not apply to any information that:

- (a) is or becomes generally available to the public or is in the public domain without breach of confidentiality obligations of the Recipient or a third party, or
- (b) was known by the Recipient prior to its disclosure by the Discloser as proven by the Recipient's written records; or
- (c) becomes available to the Recipient on a non-confidential basis from a source other than the Discloser provided such source is not bound by a confidentiality agreement with the Discloser; or
- (d) is developed independently, as evidenced by appropriate documentation, by employees of the Recipient who have not had access to the Confidential Information; or

(e) is or becomes available to the Recipient by casual observance or analysis of products in the market; or  
(f) is disclosed pursuant to judicial order or lawful requirement of governmental agency or by operation of law, but then only to the extent so ordered; in such case, the Recipient shall use its best efforts to advise the Discloser at the earliest possible time prior to disclosure in order to give the Discloser sufficient time to respond to such order.

#### **5. Ownership; No License or Warranty**

Confidential Information is and shall remain the exclusive property of the Discloser. No license whatsoever is implied from this Agreement. Confidential Information is provided "as is" and without any warranty of any kind.

#### **6. Governing Law**

This Agreement shall be construed according to the substantive laws of the State of California without regard to any conflicts of law principles thereof. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in the applicable state or federal courts in San Diego, California, and that the parties hereby submit to the jurisdiction and venue of said courts.

#### **7. General Provisions**

This Agreement is not assignable and states the entire agreement between the parties as to its subject matter. Any modifications to this Agreement must be made in writing and must be signed by an authorized representative of both parties. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder will continue to be in effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or other provision. This Agreement may be executed in counterparts, and signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the respective dates entered below.

**WAVECOM, INC.**

**MET Laboratories**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

By:   
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Printed Name)

Name: Rob Frier  
(Printed Name)

Title: \_\_\_\_\_

Title: President, MET Laboratories

Date: \_\_\_\_\_

Date: 21 November 2005

Fax No.: \_\_\_\_\_

Fax No.: 410-354-3313